

Bill To:  
State of Idaho  
\*\*\*\*

Send invoices to the address listed  
below or as indicated in the  
comments or instructions field  
Boise, ID 83720-0075



Statewide Blanket Purchase Order

State  
of  
Idaho

THIS NUMBER MUST APPEAR  
ON ALL DOCUMENTS

Statewide Blanket Purchase Order  
SBPO1295

DELIVER TO: State of Idaho Various Agencies  
Various State Agencies  
located throughout Idaho  
\*\*\*  
Various, ID 83701  
Mark.Little@adm.idaho.gov

Date: Fri Aug 15 2008

F.O.B: Destination  
Terms:

VENDOR: ESRI, INC.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Telebusiness Rep  
Emailed To: rschardein@esri.com  
Phone: 909-793-2853  
Fax: 909-307-3049  
Account Number: P00000055576

Start of Service Date Sat Aug 16, 2008

End of Service Date: Sat Jan 31, 2009

RFQ#: RFQ06852  
DOC#: PREQ15085

File Attached:  
080807\_SBPO0999\_Higher\_Ed\_Final\_License.pdf

Buyer: GREGORY LINDSTROM 208-332-1609

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT ( line item particulars follow )	1 lot		200000.00
	Total:			200000.00

Blanket  
Comments:

.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Higher Education Geographic Information Systems (GIS) software and services for the benefit of State of Idaho higher educational institutions. The Division of Purchasing or the requisitioning institution will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis.

Contract Title:..... Geographic Information Systems (GIS) software & services  
Contract Usage Type:.....Mandatory Use  
Public Agency Clause: .....Yes  
Contract Administration:.... Gregory Lindstrom  
---Phone Number:.....208-332-1609  
---E-Mail:.....gregory.lindstrom@adm.idaho.gov

Contractor's Primary Contact  
---Attn:.....Doug Simms  
---Address:.....380 New York St  
---City, State, Zip:.....Redlands CA 92373-8100  
Phone Number:.....909-793-2853 x3455  
Facsimile:.....909-793-5953

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
1	Geographic Information Systems (GIS) software and services per the attached license for higher education use. ( 206-54 ) ( nt )	1 LOT	200000.00	200000.00

General  
Comments:

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

Order Placement Address & Payment Address:  
Same as above

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY

**REFERENCE AS THOUGH SET FORTH IN FULL.**

**In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:**

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

**INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY.**

**Instructions:****Freight / Handling Included in Price**

**By: GREGORY D. LINDSTROM**



**INSTITUTE OF HIGHER EDUCATION  
SITE LICENSE AGREEMENT  
(E130 5/08)**

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

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**Agreement No. 2008MSL2805**

This (Systemwide or Statewide) Institute of Higher Education Site License Agreement including the documents listed below (collectively, "Agreement") is between State of Idaho, Department of Administration, Division of Purchasing ("Institute"), and Environmental Systems Research Institute, Inc. ("ESRI"), and is effective May 12, 2008 ("Effective Date"). This Agreement entitles Institute to license certain ESRI Software, Data, Web Services, and Documentation, and obtain maintenance on behalf of participating schools (Eligible Licensee (s)), to be used only for academic and administrative purposes subject to payment of an Annual Fee and the terms of this Agreement as specified herein.

This Agreement is comprised of the following documents, which are incorporated herein by reference:

1. Systemwide or Statewide Institute of Higher Education Site License Terms and Conditions, E130, including
  - Appendix A, Deliverables and Fees
  - Appendix B, Eligible Licensee Contact Information
  - Appendix C, Authorized Site Locations
  - Appendix D, Eligible Licensee Acknowledgement
2. License Agreement
  - General License Terms and Conditions, E200M
  - ESRI Exhibit 1, Scope of Use, E300

The General Provisions and Limitations of Liability of the License Agreement shall apply to the entire Agreement. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence shall be as follows: (1) Systemwide or Statewide Institute of Higher Education Site License Agreement, E130; (2) ESRI Exhibit 1, Scope of Use, E300; and (3) General License Terms and Conditions, E200M.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

STATE OF IDAHO, DEPARTMENT OF  
ADMINISTRATION, DIVISION OF PURCHASING  
(Institute)

ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.  
(ESRI)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### **Institute Contact Information**

Contact: Gail Ewart

Telephone: 208-332-1879

Address: 650 W State Street, Rm 100  
PO Box 83720  
Boise, ID 83720-0042

Email: [gail.ewart@ocio.idaho.gov](mailto:gail.ewart@ocio.idaho.gov)

## **SYSTEMWIDE OR STATEWIDE INSTITUTE OF HIGHER EDUCATION SITE LICENSE TERMS AND CONDITIONS**

### **ARTICLE 1—DEFINITIONS**

**Definitions.** All definitions in other parts of the Agreement shall have the same meaning as in these Institute of Higher Education Site License Terms and Conditions. In addition, the following definitions apply to this Agreement:

- "Annual Fee" means the yearly nonrefundable fee that Institute must pay ESRI for the specified Site License for rights to use and Deploy the Software, Data, Web Services, and Documentation that are included in the specified Site License and to receive upgrades and technical support.
- "Authorized Users" means registered students, faculty, and staff members of Eligible Licensee.
- "Commercial Use" means use of the Software, Documentation, Web Services, or Data relating to "for profit" producing purposes.
- "Deploy" or "Deployment" means to redistribute or the redistribution of the Programs by Eligible Licensee to Authorized Users for use on Eligible Licensee's hardware.
- "GIS Specialist" means a technically oriented Eligible Licensee faculty/staff member (or his/her designee), listed in Appendix B and familiar with GIS technology, who is authorized to contact ESRI technical support directly to support Authorized Users.
- "License Agreement" means the General License Terms and Conditions (E200M) and Exhibit 1, Scope of Use (E300).
- "Eligible Licensee" means the schools identified in Appendix C that have accepted in writing the terms of the License Agreement.
- "Primary Contact" means the staff member designated by Institute to be the central point of contact between Institute and ESRI and whose duties include, but are not limited to, management, ordering, and redistribution of Programs to Authorized Users; obtaining keycodes; identifying GIS Specialists; and assisting Authorized Users as required.
- "Programs" means any and all copies of the Software, Data, Web Services, and Documentation listed in Appendix A that are included in the specified Site License and any other Software, Data, or Documentation that may be added to this Agreement.
- "Rolled-In Software" means the Software, Data, Web Services, and Documentation that Eligible Licensee acquired for use prior to entering into this Agreement and is included in the specified Site License.
- "Site" means the Eligible Licensee locations identified in Appendix C.
- "Site License" means the category of Site License specified in Appendix A for which Eligible Licensee is paying the associated Annual Fee.

### **ARTICLE 2—GRANT OF LICENSE**

Eligible Licensee's use of the Programs is subject to the License Agreement and any additional terms set forth in this (Systemwide or Statewide) Institute of Higher Education Site License Terms and Conditions. Eligible Licensee shall be responsible to ESRI for compliance with the terms and conditions of this Agreement by Authorized Users. Use of the Programs for Commercial Use, profit, or private gain is an express violation of this Agreement, entitling ESRI to all remedies available in equity or at law as well as payment in full for commercial license fees.

### **ARTICLE 3—GRANT OF SUBLICENSE**

As a condition of the Grant of License set forth in Article 2, Eligible Licensee represents and warrants that it will be bound to the terms and conditions of this Agreement by execution of the Eligible Licensee Acknowledgment attached hereto as Appendix D.

### **ARTICLE 4—SCOPE OF USE**

**4.1 Additional Uses Permitted.** The following additional Permitted Uses are hereby granted:

- a. Eligible Licensee may copy and Deploy the Programs up to the quantity of licenses granted in Appendix A for the specified Site License for which the applicable Annual Fee has been paid by Institute, solely for research, instruction, education, and administrative uses.

- b. Eligible Licensee may only allow faculty members, coterminous with this Agreement and with each faculty member's tenure at the Site, to install and use a copy of the Programs on the faculty member's personally owned computer for the specific purpose of learning, becoming proficient with, and developing curricula or research expertise around the Programs.

**4.2 Uses Not Permitted.** In addition to the restrictions set forth in the License Agreement, the following Uses Not Permitted apply to the Programs:

- a. Eligible Licensee shall not allow Authorized Users to use the Programs for any nonacademic, nonadministrative, or Commercial Use.
- b. Eligible Licensee shall not Deploy the Programs to any of its other affiliated or sponsored locations unless expressly included in this Agreement. This Agreement only applies to the Sites identified in Appendix C.
- c. Except for use in research or educational fieldwork where required by Eligible Licensee, or as permitted above in 4.1(b), Eligible Licensee shall not allow Authorized Users, or any other person or entity, affiliated or unaffiliated with Eligible Licensee, to remove digital copies of the Programs from the Site.

**4.3 Loss or Theft of Programs.** Eligible Licensee agrees to use its best efforts to protect all Programs from loss and theft. Licensee agrees to report all losses in writing to ESRI within five (5) working days after discovering that any components are missing. Eligible Licensee agrees to replace all lost or stolen items at the then-current rates. Recurring loss or theft of Programs shall constitute a breach of this Agreement, and ESRI may, at its discretion, terminate this Agreement and exclude Eligible Licensee from further participation in the Institute of Higher Education Site License program.

**4.4 Existing ESRI Software License Agreements.** This Agreement supersedes the current Institute of Higher Education Site License Agreement signed between these parties for Rolled-In Software (ESRI Contract No. 98S1127). All Rolled-In Software is hereby incorporated into this Agreement, and the maintenance fee for such Rolled-In Software is included in the Annual Fee.

## **ARTICLE 5—MAINTENANCE**

**5.1 Technical Support Services.** Technical support services are included and will be provided in accordance with the then-current ESRI technical support policy as modified in this Article 5.1, provided Institute remains current on its payment of the Annual Fee. Eligible Licensee's GIS Specialist(s) will be the only individual(s) authorized to contact ESRI for technical support. Maintenance does not include technical support services for Web Services.

**5.2 Upgrades.** During the general commercial release of the Software, ESRI, at its sole discretion, will deliver to each Eligible Licensee identified as a ship-to in Appendix B one (1) upgrade package for each of the Programs included in the Site License or make updates available for downloading from ESRI's Web site, provided the Annual Fee has been paid and the Agreement is current.

## **ARTICLE 6—PURCHASE ORDERS AND DELIVERY**

**6.1 Purchase Orders.** Provided public funding is available, Institute shall issue a purchase order to ESRI for the Annual Fee each year at the renewal date upon execution of this Agreement. The subsequent Annual Fee(s) shall be payable annually to ESRI for the specified Site License. Eligible Licensee may issue purchase orders at any time during the term of this Agreement for additional Programs that are available under this Agreement at the then-current fee for such additional Programs. ESRI will invoice against each purchase order upon shipment or issuance of keycode(s) as appropriate.

**6.2 Keycodes.** Software keycodes are required to run concurrent-use Programs. Eligible Licensee may be provided the capability of generating twelve (12)-month term license keycodes using ESRI's Web-based keycode generation system. If Eligible Licensee is provided this capability, ESRI will supply the Primary Contact with an account number and password to access the keycode generation system and will provide complete written instructions on proper use of the keycode generator. Provided Institute remains current on its payment of the Annual Fee, Eligible Licensee may reissue keycodes for up to a twelve (12)-month period for each year the Agreement is current.

**6.3 Changes by Supplement.** Appendix A deliverables and scope of use may be modified, and new Programs and services may be added or prices reduced by written notice provided by ESRI to the Primary Contact. Institute acknowledgment is not required to activate the modifications. ESRI reserves the right to modify or remove Programs included in Site License(s) in Appendix A upon reasonable written notice to the Primary Contact, should ESRI commitments to third parties regarding

licensed third-party technology included in ESRI products require a unit-based royalty fee or prohibit deployment or restrict redistribution rights in site licenses to ESRI licensees.

**6.4 ESRI International Users Conference.** Institute shall receive registrations to the ESRI International User Conference and the Education User Conference in the quantities listed in Appendix A for the specified Site License. Third parties may not represent Eligible Licensee at any ESRI International User Conferences or Education User Conferences.

## **ARTICLE 7—TERM AND TERMINATION**

**7.1 Term.** This Agreement is an annual term license. This term license will commence upon the Effective Date, and terminate on January 31 of each year, unless terminated earlier as described below. Thereafter, the Agreement will automatically renew upon Institute's payment of the Annual Fee, provided payment is made prior to expiration of the annual term license and agreement to any new terms and conditions applicable to the Programs and Web Services.

**7.2 Termination.** In the event this Agreement is terminated by Institute for convenience, Institute shall not be entitled to a refund of all or partial amount of the Annual Fee(s) paid. Either party may terminate this Agreement for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach. Upon termination of this Agreement by ESRI for a material breach (including Institutes failure to pay the Annual Fee), or by Institute for convenience, all licenses Deployed shall also terminate. Eligible Licensee shall (i) cease access and use of Web Services and clear Web Services client-side data cache and (ii) uninstall, remove, and destroy all whole or partial copies in any form including modified copies of the Deployed Programs (except upon prior written approval by ESRI, such approval not to be unreasonably withheld, Eligible Licensee may retain a copy for archive purposes only). Eligible Licensee shall represent in writing to ESRI that all copies have been destroyed. Eligible Licensee may continue to use Rolled-In Software following termination of this Agreement subject to compliance with the License Agreement, with the exception of termination for Eligible Licensee's material breach.

**7.3 Termination of a Particular Eligible Licensee.** Institute may elect to terminate the license rights of a particular Eligible Licensee for convenience. ESRI may also elect to terminate the license rights of a particular Eligible Licensee for material breach without terminating this Agreement with Institute or other Eligible Licensees. The breaching [party or school, museum or library] shall be given a period of ten (10) days from date of written notice to cure any material breach. Upon the termination of the Eligible Licensee, any licenses for Deployments provided to Licensee shall also terminate. Institute shall reasonably cooperate with ESRI in termination of a Licensee in material breach of this Agreement, including enforcement of the Agreement with respect to such Eligible Licensee. There shall be no reduction in the Annual Fee if an Eligible Licensee's rights are terminated.

## **ARTICLE 8—RESPONSIBILITIES**

In consideration of the grant of the discount on standard license and technical support fees, Institute and Eligible Licensee agree to do the following:

### **8.1 Institute's Responsibilities.**

- a. Appoint a Primary Contact.
- b. Appoint the number of GIS Specialists listed in Appendix A for the specified Site License.
- c. Appoint a Virtual Campus subscription administrator. This individual will be responsible for receiving the master subscription code from ESRI and using it to generate individual course access codes for faculty, staff, and student course attendees. The Virtual Campus subscription administrator may also be the Primary Contact.

### **8.2 Eligible Licensee's Responsibilities.**

- a. Where appropriate, encourage the use of GIS to all departments within the Site.
- b. Make best efforts to maintain a high level of expertise in the use of the Software among students and staff by offering courses, encouraging attendance at the annual ESRI Education User Conference, the International User Conference, and making use of educational Virtual Campus courses offered by ESRI, as appropriate.

## **ARTICLE 9—LEGAL NOTICES**

Except as provided in Article 6.3, any notice, report, demand, or other communication shall be properly given when made in writing in English and sent by courier, registered or certified airmail, or by facsimile or other electronic transmission and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto to the other party. If sent by courier or airmail, notice shall be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice shall be effective upon receipt, provided confirmation is given as specified herein. Notices shall be given at the following addresses:

To: ESRI  
380 New York Street  
Redlands, CA 92373-8100  
Attn.: Manager, Contracts and Legal Services

To: Eligible Licensee (See Appendix B)



## APPENDIX A DELIVERABLES AND FEES

Eligible Licensee may copy and Deploy the Programs listed below up to the total quantity of licenses indicated in the column.

Unlimited Site License

Deliverables	Unlimited Site License
	Quantity
<b>Desktop GIS</b>	
ArcGIS ArcInfo and ArcInfo Workstation	Unlimited
ArcEditor (Single and Concurrent Use)	Unlimited
ArcView (Single and Concurrent Use)	Unlimited
ArcGIS 3D Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Network Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Spatial Analyst (Single and Concurrent Use)	Unlimited
ArcGIS Tracking Analyst (Single Use and Concurrent Use)	Unlimited
ArcGIS Geostatistical Analyst (Single and Concurrent Use)	Unlimited
ArcScan for ArcGIS (Single and Concurrent Use)	Unlimited
ArcGIS Publisher (Single and Concurrent Use)	Unlimited
ArcGIS Schematics (Single and Concurrent Use)	Unlimited
ArcGIS Military Analyst (Single and Concurrent Use)	Unlimited
Maplex for ArcGIS (Single and Concurrent Use)	Unlimited
<b>Server GIS</b>	
ArcGIS Server Enterprise Advanced and Extensions	Unlimited
ArcIMS	Unlimited
ArcIMS Route Server—Data is not included, delivered by request only	Unlimited
<b>ESRI Developer Network (EDN) for Education</b> consisting of	
<ul style="list-style-type: none"> <li>▪ ArcGIS Engine Developer Kit, ArcIMS, ArcGIS Server Enterprise Workgroup and Extensions, ArcGIS Server Enterprise Advanced and Extensions</li> </ul>	Unlimited
<b>Mobile GIS</b>	
ArcPad Application Builder including ArcPad	Unlimited
<b>Business GIS</b>	
BusinessMAP	Unlimited
ArcLogistics Route	Unlimited
<b>Other Programs</b>	
MapObjects—Windows and Java Editions	Unlimited
Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	Unlimited

<b>ArcView 3.x</b>	
ArcView 3.x with ArcView Spatial Analyst, Network Analyst, 3D Analyst, and ArcPress for ArcView	Unlimited
<b>Additional Benefits</b>	
GIS Specialists	7
Passes to the ESRI International User Conference including the Education User Conference	8

**The list above is subject to change should ESRI commitments to third parties regarding licensed third-party technology included in ESRI products prohibit or not provide redistribution rights in Site licenses to ESRI licensees.**

#### **FEES**

	<b>Unlimited Site License</b>
Annual Renewal Fee	\$30,000.00

#### **The following is also included in the Annual Fee for all Site Licenses:**

An unlimited Virtual Campus standard training subscription (every year), on the condition that the Annual Fee has been paid and the contract is current. An ESRI Virtual Campus standard training subscription gives access to all asynchronous, auto-attended Virtual Campus courses authored by ESRI. These are primarily technology courses that teach ESRI Software.

To participate in the Virtual Campus training subscription, the Virtual Campus subscription administrator will need to fill out the Virtual Campus Training Subscription Activation form located at <http://campus.esri.com/subscription/activation>.

Once this online form is received, the account will be verified. Upon verification, a "master code" will be sent to the Virtual Campus subscription administrator. That code will act as a password to Eligible Licensee's subscription page where the administrator can generate individual course access codes for Eligible Licensee's students. The Virtual Campus subscription administrator may appoint up to ten (10) faculty or staff to aid in issuing codes and agrees to notify ESRI in writing whenever such appointments are made. *Note:* This program is for educational institutions only.

#### **Optional Add-on Software ("Add-on Options")**

The following Add-on Options may be included in this Agreement for any Site License. Each Add-on Option gives Eligible Licensee the right to install, copy, and use an unlimited number of copies of the add-on Software, Data, and Documentation in accordance with the terms of this Agreement, subject to Eligible Licensee's payment of the additional annual fee specified below for each below Add-on Option.

<b>Add-on Option</b>	<b>Additional Annual Fee</b>
ArcGIS Survey Analyst	\$1,000.00
ArcGIS Data Interoperability (Single Use or Concurrent Use)	\$1,000.00
ArcGIS Server Data Interoperability	\$1,000.00
ArcGIS Image Server (Includes the Orthorectification and Seamline Extensions)	\$1,000.00
ArcIMS Data Delivery	\$1,000.00

## APPENDIX B CONTACT INFORMATION

### Primary Contact

Name: Gail Ewart  
Department: Dept of Contract Administration  
Telephone: 208.332.1879  
E-mail: gail.ewart@ocio.idaho.gov  
Address: PO Box 83720  
Boise, ID 83720-0042

### UNIVERSITY OF IDAHO

**(1) Professor:** Eva Strand, Ph.D.  
Department: Dept of Rangeland Ecology & Mgmt  
Address: Moscow, ID 83844-1142  
Telephone: 208.885.5779

**(2) Professor:** Ray Dezzani, Ph.D.  
Department: Dept of Geography  
Address: PO Box 443021  
Moscow, ID 83844-3021  
Telephone: 208.885.7360

**(3) GIS Analyst:** Bruce Godfrey  
Department: Library, CdA Campus  
Address: 1000 W Hubbard Ave, Ste 242  
Coeur d'Alene, ID 83814-2277  
Telephone: 208.292.1407

### COLLEGE OF SOUTHERN IDAHO

**Professor:** Ross Spackman, Ph.D.  
Department: Agriculture Dept  
Address: PO Box 1238  
Twin Falls, ID 83303  
Telephone: 208.732.6405

### LEWIS-CLARK STATE COLLEGE

**Instructor:** Nathan Boguslawski  
Department: Dept of Natural Science  
Address: 500 – 8<sup>th</sup> Ave  
Lewiston, ID 83501  
Telephone: 208.792.2089

### NORTH IDAHO COLLEGE

**Instructor:** Curt Booth  
Department: Computer-aided Design Technologies  
Address: 1000 W Garden Ave  
Coeur d'Alene, ID 83814  
Telephone: 208.769.4391

### IDAHO STATE UNIVERSITY

**(1) ISU GIS Director:** Keith Weber  
Department: GIS Center  
Address: 921 S 8<sup>th</sup> Ave, Stop 8104  
Pocatello, ID 83209-8104  
Telephone: 208.282.3606

**(2) GIS Analyst:** Dan Ames  
Department: Geosciences  
Address: 1776 Science Center Dr  
Idaho Falls, ID 83402  
Telephone: 208.282.7851

### BOISE STATE UNIVERSITY

**(1) GIS Manager:** Tyson Taylor  
Department: Geosciences, Geospatial Research Facility  
Address: 1910 University Ave  
Boise, ID 83725-1535  
Telephone: 208.426.4090

**(2) GIS Analyst:** Charlla H. Adams  
Department: Geosciences, Geospatial Research Facility  
Address: 1910 University Ave  
Boise, ID 83725-1535  
Telephone: 208.426.1720

### EASTERN IDAHO TECHNICAL COLLEGE

**Workforce Training Mgr:** Ken Erickson  
Department: Workforce Training  
Address: 1600 S 2500 E  
Idaho Falls, ID 83404  
Telephone: 208.524.3000 x3381

**APPENDIX B (Cont.)  
CONTACT INFORMATION**

**Legal Notices to Eligible Licensee:**

Name: Melissa Vandenberg  
Deputy Attorney General  
Telephone: 208.332.1832  
E-mail: Melissa.Vandenberg@adm.idaho.gov  
Address: 650 W State St, Rm 100  
Boise, ID 83720

**Virtual Campus Subscription Administrator**

Name: Gail M. Ewart  
Department: Dept of Administration  
Telephone: 208.332.1879  
E-mail: gail.ewart@ocio.idaho.gov  
Address: 650 W State St, Rm 100  
Boise, ID 83720

**(1) Ship Software To:** Tyson Taylor

Department of Geosciences  
Boise State University  
Address: 1910 University Dr  
Boise, ID 83725-1535

**Client's Contract Administrator**

Name: Gregory Lindstrom  
Telephone: 208.332.1609  
Address: 5569 Kendall St  
Boise, ID 83720-0075

**(2) Ship Software To:** Carol Mossman

University of Idaho  
Address: 710 Deakin St  
Moscow, ID 83844-4302

**Bill To:** Gail M. Ewart, GIO

Address: PO Box 83720  
Boise, ID 83720-0042

**(3) Ship Software To:** Keith T. Weber

GIS Director  
Idaho State University  
Address: 921 S 8<sup>th</sup> Ave, Stop 8104  
Pocatello, ID 83209-8104

*Note: ESRI ships via UPS or other courier. Please provide a proper shipping address other than a P.O. box to ensure proper delivery.*

**(4) Ship Software To:** Ross Spackman, Ph.D.

College of Southern Idaho  
315 Falls Ave  
Twin Falls, ID 83301

**(5) Ship Software To:** Nathan Boguslawski

Dept of Natural Science  
Lewis-Clark State College  
500 – 8<sup>th</sup> Ave  
Lewiston, ID 83501

**(6) Ship Software To:** Curt Booth

Headlund Bldg  
North Idaho College  
1000 W Garden Ave  
Coeur d'Alene, ID 83814

**(7) Ship Software To:** Ken Erickson

Workforce Training  
Eastern Idaho Technical College  
1600 S 2500 E  
Idaho Falls, ID 83404

**APPENDIX C**  
**ELIGIBLE LICENSEE SITE LOCATIONS**

**Boise State University**  
Department of Geosciences  
1910 University Drive  
Boise, ID 83725

**Idaho State University**  
638 East Dunn Street  
Pocatello, ID 83209

**University of Idaho**  
Geography Dept.  
710 Deakin St  
Moscow, ID 83844

**Lewis-Clark State College**  
500 - 8<sup>th</sup> Avenue  
Lewiston, ID 83501

**North Idaho College**  
1000 W Garden Avenue  
Coeur d'Alene, ID 83814

**College of Southern Idaho**  
315 Falls Avenue  
P.O. Box 1238  
Twin Falls, ID 83303

**Eastern Idaho Technical College**  
1600 S 2500 E  
Idaho Falls, ID 83404

## APPENDIX D

### ELIGIBLE LICENSEE ACKNOWLEDGEMENT

Environmental Systems Research Institute, Inc. (ESRI), and the State of Idaho, Department of Administration, Division of Purchasing ("Institute"), have entered into that certain INSITUTUE OF HIGHER EDUCATION SITE LICENSE AGREEMENT identified by reference, No. 2008MSL2805, (hereinafter, the "License Agreement") for certain ESRI Software, Data, training and Documentation.

ESRI has authorized Institute to Deploy certain Software, Data, and Documentation to specific Authorized Users (referred to herein as "Eligible Licensee") under specific terms and conditions as provided therein. Each Eligible Licensee is identified in the License Agreement in Appendix C.

Prior to any Deployment to an Eligible Licensee, Institute shall require each such Eligible Licensee to be contractually bound to the terms of the License Agreement by executing this Eligible Licensee Acknowledgement ("Acknowledgement").

Institute shall provide a copy of the License Agreement and this acknowledgement form to each Eligible Licensee for signature acknowledging adherence to the licensing terms which shall be returned to Institute prior to initiating any Deployment to an Eligible Licensee. Institute shall keep a copy of the signed Acknowledgement for its records and forward the original to ESRI.

ESRI shall retain all rights to pursue remedies against an individual Eligible Licensee for material breach of the License Agreement.

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#### ACCEPTED AND AGREED:

It is agreed that Deployment by Institute of License Software to each Eligible Licensee shall be bound by the terms, conditions and restrictions of the License Agreement and Eligible Licensee agrees to all such obligations contained therein.

Eligible Licensee: **Boise State University**  
Department of Geosciences  
1910 University Drive  
Boise, ID 83725

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX D

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Eligible Licensee : **Idaho State University**  
638 East Dunn Street  
Pocatello, ID 83209

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_

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Eligible Licensee: **University of Idaho**  
Geography Dept.  
710 Deakin St  
Moscow, ID 83844

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_



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Eligible Licensee: **Lewis-Clark State College**  
500 - 8<sup>th</sup> Avenue  
Lewiston, ID 83501

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_

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Eligible Licensee: **North Idaho College**  
1000 W Garden Avenue  
Coeur d'Alene, ID 83814

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_

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Eligible Licensee: **College of Southern Idaho**  
315 Falls Avenue  
P.O. Box 1238  
Twin Falls, ID 83303

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_

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Eligible Licensee: **Eastern Idaho Technical College**  
1600 S 2500 E  
Idaho Falls, ID 83404

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Department: \_\_\_\_\_

Date: \_\_\_\_\_